defendants had been of some benefit to the plaintiff, the defendants were entitled to compensation, These defenses were of no avail. The court held that the secret commission could be recovered as a part of the purchase price and the stipulated commission on account of the agent's breach of duty. No authority has been found which exactly covers the principal case, but the court applied *Salomons* v. *Pender*, 3 H. & C. 639 which sets forth the general rule that a breach of duty by the agent defeats his right to compensation. It is well settled that an agent cannot lawfully engage in a double employment without the knowledge and consent of his employers. *Webb* v. *Paxton*, 36 Minn. 532, 32 N. W. Rep. 749; *Smith* v. *Tyler*, 57 Mo. App. 668; *Cannel* v. *Smith*, 142 Pa. St. 25, 21 Atl. Rep. 793; but it is not certain what the result of such double agency will be, as is shown by the principal case.

ATTORNEY AND CLIENT—ATTORNEY'S LIEN—FUND IN COURT.—Terry was retained as attorney for the plaintiffs for the purpose of recovering bonds from the defendants. A bill was filed, appearances were entered, and answers filed; but the case was never tried as it was settled by an agreement according to which the bonds were to be delivered to the plaintiffs. Terry, being dissatisfied with the arrangements for the payment of his fees, refused to mark the case as settled and notified the Guarantors' Finance Company, one of the defendants, not to deliver any bonds in its possession to the plaintiffs. Thereupon the Finance Company, by petition, was permitted to deposit the bonds with the prothonotary, and Terry and the plaintiffs were required to interplead to determine the ownership of the bonds and the amount of Terry's fees. The court below found that Terry was entitled to have part of the bonds in payment of his fees. *Held*, error. *Quakertown & E. R. Co.* v. *Guarantors' Liability Indemnity Co. et al.* (1903), — Pa. — 55 Atl. Rep. 1033.

Terry lacked the possession necessary for the attachment of his lien to the bonds. An attorney has no lien upon the property of his client in the hands of third persons, or upon a fund in court for distribution. *Irwin* v. *Workman*, 3 Watts 357; *Dubois' Appeal*, 38 Pa. St. 231, 80 Am. Dec. 478. Courts will protect attorneys to the extent of securing reasonable fees when the fund in court or the judgment is the result of the attorney's services. *McKelvy's Appeal*, 108 Pa. St. 615; WEEKS ON ATTORNEYS, § 377; *Welsh* v. *Hole*, 1 Doug. 238; *Read* v. *Dupper*, 6 T. R. 361; *Weeks* v. *Wayne Circuit Judges*, 73 Mich. 256. In this last case a writ of mandamus was granted to compel the judges to vacate an order discharging a judgment which had been settled by the parties to the action in disregard of the attorney's contract for fees. This case is distinguishable from the principal case in that in the former there was a contract by which the attorney was to look to the recovery alone for his fees, and the case had proceeded to a judgment which was the result of the attorney's labors. See *Andrews* v. *Morse*, 12 Conn. 444, 31 Am. Dec. 752 and notes; *Cowdrey et al* v. *Galveston & C. R. Co. et al*, 93 U. S. 352; WEEKS ON ATTORNEYS, § 370 et seg.; *Turevin* v. *Gibson*, 3 Atk. 720; *Barker* v. *St. Quentin*, 12 Mess. & W. 441, 447.

BANKRUPTCY—DISCHARGE—NEW PROMISE.—Defendant was relieved from liability on a promissory note by a valid discharge in bankruptcy. Subsequently in answer to plaintiff's demand defendant wrote he would make a part payment on a certain date and thereafter pay in installments until the whole was paid. Plaintiff replied that he would not be satisfied with such method of payment, and brought suit claiming the new promise revived the original obligation. *Held*, the promise whose conditions were not accepted

did not operate to revive the original obligation. *International Harvester Co.* v. *Lyman* (1903), — Minn. — 96 N. W. Rep. 87.

The moral obligation to pay a discharged debt is a sufficient consideration for a new promise. *Dusenbury* v. *Hoyt*, 53 N. Y. 521. But where the promise is based upon a condition, it must be shown that the condition has been complied with. *Elwell* v. *Cumner*, 136 Mass. 102; *Bigelow* v. *Norris*, 139 Mass. 12; *Allen* v. *Ferguson*, 18 Wall. 1. In this case the promise contained the condition that payments should be in installments. The refusal to accept such condition prevented revival of the original obligation. For the precedent followed, see *Smith* v. *Stanchfield*, 84 Minn. 343, 87 N. W. 917.

BANKRUPTCY—EXEMPTIONS—DISCHARGE.—By the terms of a promissory note, defendant, the maker, waived all his rights to claim any exemption of homestead, and to plead the same against the note. Plaintiff obtained a judgment on the note, and within four months thereafter defendant filed a voluntary petition in bankruptcy and was adjudged a bankrupt. Subsequent to the discharge in bankruptcy some months later, plaintiff levied an execution issued upon the judgment against the exempt property of defendant. Defendant seeks to set aside the execution levy on the ground that under subsection "f" of section 67 of the bankruptcy law (Act July 1, 1898, c. 541, 30 Stat. 565 [U. S. Comp. St. 1901, p. 3450]), a judgment obtained within four months prior to the adjudication of bankruptcy is void, and claims that the discharge in bankruptcy operates to discharge such judgment lien. *Held*, That a discharge in bankruptcy does not discharge the lien of a judgment obtained, within four months prior to adjudication of bankruptcy, upon a note waiving the homestead exemptions. *McKenney* v. *Cheney* (1903), — Ga. — 45 S. E. Rep. 433.

There is a conflict in authorities as to whether sub-section "f" applies to cases of voluntary bankruptcy. For favorable authority, see *In re Richards*, 95 Fed. 258; *In re Vaughan*, 97 Fed. 560; *In re Hopkins*, 1 Am. Bankr. Rep. 209. Contra. *In re Easley*, 93 Fed. 420; *In re O'Connor*, 95 Fed. 943; *In re De Lue*, 91 Fed. 510. The court holds with the weight of authority that subsection "f" applies to voluntary proceedings, but further holds that it is not applicable to the present case for another reason. Sub-section "f" is applicable only as between the trustee and creditor, being designed to prevent preferences between creditors. Exempt property does not pass to the assignee, and the assignee acquires no title over it. The court of bankruptcy, then, has no jurisdiction over such property, and hence a lien upon it is not affected by bankruptcy proceedings. This case comes within the above reasoning, there being involved a judgment lien on homestead property. For cases sustaining the decision, see, *Robinson* v. *Wilson*, 15 Kan. 595; *Thole* v. *Watson*, 6 Mo. App. 591.

BANKRUPTCY—JUDGMENT IN BASTARDY—DISCHARGE.—The putative father of a natural child was required to pay a monthly stipend for its support, and upon refusal a final money judgment was obtained for the total amount due. Subsequently the debtor was adjudged a bankrupt and was duly discharged. Upon motion to have the judgment satisfied and discharged of record, *Held*, that the debt evidenced by the judgment was not excepted from the operation of the bankruptcy act of 1898, § 17 (Act July 1, 1898, c. 541, 30 Stat. 550, 551 [U. S. Comp. St. 1901, p. 3428]). *McKittrick* v. *Cahoon* (1903), — Minn. — 95, N. W. Rep. 223.

While an original order for the support of an illegitimate child will not be discharged in bankruptcy proceedings, if such an order be reduced to a final